

ORDER FOR SUPPLIES OR SERVICES												PAGE 1 OF 20	
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. N66001-15-D-0056				2. DELIVERY ORDER/ CALL NO. 0004		3. DATE OF ORDER/CALL (YYYYMMDD) 2015 Sep 29		4. REQ./ PURCH. REQUEST NO. 1300527732			5. PRIORITY		
6. ISSUED BY SPAWAR SYSTEMS CENTER PACIFIC BRYAN MANSFIELD, CODE 22560 BRYAN.MANSFIELD@NAVY.MIL 53560 HULL STREET SAN DIEGO CA 92152-5001				CODE N66001		7. ADMINISTERED BY (if other than 6) DCMA MANASSAS 14501 GEORGE CARTER WAY, 2ND FLOOR CHANTILLY VA 20151			CODE S2404A				
9. CONTRACTOR NAME SOFTPOWER, LLC DUNS #: 969933899 AND 3050 CHAIN BRIDGE ROAD, SUITE 420 ADDRESS FAIRFAX VA 22030-2834				CODE 6KKN1		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input checked="" type="checkbox"/> WOMEN-OWNED		
								12. DISCOUNT TERMS					
13. MAIL INVOICES TO THE ADDRESS IN BLOCK IAW Basic Contract Section G								14. SHIP TO CODE SEE SCHEDULE				15. PAYMENT WILL BE MADE BY CODE HQ0338 DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPS P.O. BOX 182264 COLUMBUS OH 43218-2264	
16. TYPE OF ORDER		DELIVERY/ CALL		<input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.							
		PURCHASE				Reference your quote dated Furnish the following on terms specified herein. REF:							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)	
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1													
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT	
		SEE SCHEDULE											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA TEL: 619-553-4466 EMAIL: david.d.keene@navy.mil BY: David Keene						25. TOTAL \$275,206.41	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED						26. DIFFERENCES							
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I certify this account is correct and proper for payment.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)						40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot		(b)(4)
	Services				
	CPFF				
	Base Period. Services in accordance with the Performance Work Statement (PWS), Attachment 1 to this task order. This is a level-of-effort task order, severable in nature. The required level of effort for this period is (b)(4) labor hours. Period of Performance: 1 year.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 1300527732				
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN AA				(b)(4)
	CIN: 130052773200001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lot		(b)(4)
	Other Direct Costs (ODC)				
	COST				
	Travel for the Base Period.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 1300527732				
				ESTIMATED COST	(b)(4)
	ACRN AA				(b)(4)
	CIN: 130052773200001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Lot		NSP
	Base Period Data IAW Exhibit A				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lot		(b)(4)
OPTION	Services CPFF Option 1 Period. Services in accordance with the Performance Work Statement (PWS), Attachment 1 to this task order. This is a level-of-effort task order, severable in nature. The required level of effort for this period is (b)(4) labor hours. Period of Performance: 1 year. FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lot		(b)(4)
	Other Direct Costs (ODC) COST Travel for the Option 1 Period. FOB: Destination				
				ESTIMATED COST	(b)(4)

OPTION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006			Lot		NSP
OPTION	Option 1 Period Data IAW Exhibit A				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Lot		(b)(4)
OPTION	Services CPFF Option 2 Period. Services in accordance with the Performance Work Statement (PWS), Attachment 1 to this task order. This is a level-of-effort task order, severable in nature. The required level of effort for this period is (b)(4) labor hours. Period of Performance: 1 year. FOB: Destination				
ESTIMATED COST					(b)(4)
FIXED FEE					(b)(4)
TOTAL EST COST + FEE					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lot		(b)(4)
	Other Direct Costs (ODC)				
	COST				
	Travel for the Option 2 Period.				
	FOB: Destination				
				ESTIMATED COST	(b)(4)

OPTION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009			Lot		NSP
OPTION	Option 2 Period Data IAW Exhibit A				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lot		(b)(4)
OPTION	Services CPFF Option 3 Period. Services in accordance with the Performance Work Statement (PWS), Attachment 1 to this task order. This is a level-of-effort task order, severable in nature. The required level of effort for this period is (b)(4) labor hours. Period of Performance: 1 year. FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Lot		(b)(4)
	Other Direct Costs (ODC) COST Travel for the Option 3 Period. FOB: Destination				
				ESTIMATED COST	(b)(4)

OPTION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012			Lot		NSP
OPTION	Option 3 Period Data IAW Exhibit A				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Lot		(b)(4)
OPTION	Services CPFF Option 4 Period. Services in accordance with the Performance Work Statement (PWS), Attachment 1 to this task order. This is a level-of-effort task order, severable in nature. The required level of effort for this period is (b)(4) labor hours. Period of Performance: 1 year. FOB: Destination				
ESTIMATED COST					(b)(4)
FIXED FEE					(b)(4)
TOTAL EST COST + FEE					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1	Lot		(b)(4)
	Other Direct Costs (ODC)				
	COST				
	Travel for the Option 4 Period.				
	FOB: Destination				
				ESTIMATED COST	\$26,943.32

OPTION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015			Lot		NSP
OPTION	Option 4 Period Data IAW Exhibit A				

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5252.216-9201 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003)

The fixed fee for work performed under this contract is (b)(4) for the Base Period, (b)(4) for the Option 1 Period, (b)(4) for the Option 2 Period, \$ (b)(4) for the Option 3 Period, and (b)(4) for the Option 4 Period, *provided* that not less than the following staff-hours of direct labor are so employed on such work by the Contractor: (b)(4) hours for the Base Period, (b)(4) hours for the Option 1 Period, 1,960 hours for the Option 2 Period, (b)(4) hours for the Option 3 Period, and 1(b)(4) hours for the Option 4 Period. If substantially less than the stated number of staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to (b)(4) of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

(End of clause)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government

0015 Destination

Government

Destination

Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 29-SEP-2015 TO 28-SEP-2016	N/A	N/A FOB: Destination	
0002	POP 29-SEP-2015 TO 28-SEP-2016	N/A	N/A FOB: Destination	
0003	POP 29-SEP-2015 TO 28-SEP-2016	N/A	N/A FOB: Destination	
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A

0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A
0013	N/A	N/A	N/A	N/A
0014	N/A	N/A	N/A	N/A
0015	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 1751804 15VR 251 00015 068892 2D X18017

COST CODE: 000155N2CSMQ

AMOUNT: \$275,206.41

CIN 130052773200001: \$275,206.41

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252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(End of clause)

5252.201-9201 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2006)

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

CONTRACTING OFFICER REPRESENTATIVE

Name: (b)(6)

Code: 71730

Phone Number: 619-553-7562

E-mail: (b)(6)

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Space and Naval Warfare Systems Command (SPAWAR) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data

shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <http://www.ecmra.mil/>.

For purposes of ECMRA reporting, the Federal Supply Code / Product Service Code applicable to this contract/order is J059.

Task Order Options

This task order includes options. These options may be exercised unilaterally by the Government under the authority of FAR 52.217-9 Option to Extend the Term of the Contract, which is included in the basic contract

Section H - Special Contract Requirements

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5252.237-9603 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (AUG 2011)

(a) Definition. As used in this clause, “sensitive information” includes:

- (i) All types and forms of confidential business information, including financial information relating to a contractor’s pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
- (ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);
- (iii) Information properly marked as “business confidential,” “proprietary,” “procurement sensitive,” “source selection sensitive,” or other similar markings;
- (iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

(b) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include “sensitive information” or other information not previously made available to the public that would be competitively useful on current or future related procurements.

(c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—

- (i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;
- (ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;
- (iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.
- (iv) Execute a “Contractor Access to Information Non-Disclosure Agreement,” and obtain and submit to the Contracting Officer a signed “Contractor Employee Access to Information Non-Disclosure Agreement” for each employee prior to assignment;
- (v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

(d) In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

(e) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.

(f) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.

(g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the “Contractor Non-Disclosure Agreement,” a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor’s plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A “firewall” may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	DD Form 1423, Contract Data Requirements List	4	22-SEP-2015
Attachment 1	Performance Work Statement (PWS)	7	22-SEP-2015